

FACT FINDING REPORT

In the Matter of Fact Finding)	
)	
Between)	Case No. LA-IM-3143
)	
CENTINELA VALLEY UNION HIGH)	
SCHOOL DISTRICT)	
)	
And)	
)	
CALIFORNIA SCHOOL EMPLOYEES)	
ASSOCIATION, CENTINELA)	
CHAPTER #47)	
)	

Hearing Held

October 9, 2003

14901 Inglewood Avenue
Lawndale, CA 90260Fact Finding Panel

James R. Lynch, District Appointed Factfinder

Jim Walker, Association Appointed Factfinder

William S. Rule, Impartial Chairperson

Appearances:

For the Association:

Jimmie Thompson, Senior Labor Relations
Manager
California School Employees Association
1505 Gardena Avenue
Glendale, CA 91204

For the District:

Bonifacio Bonny Garcia, Esq.
Burke, Williams & Sorensen, LLP
611 West Sixth Street, Suite 2500
Los Angeles, CA 90017

Background

The CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CENTINELA CHAPTER # 47 (CSEA, Association, Union) and the CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT (District) most recent Agreement was for three years effective on August 31, 1998 (Ex A). The Union represents the classified employees in the District. The District serves some 700 students in the communities of Hawthorne, Lawndale and Lennox California. In Spring 2002 the parties commenced negotiations for a new Agreement and agreed to "fast track" a limited number of issues including a wage increase, vacation, transfers and holidays. The Union subsequently withdrew its holiday and transfer proposals and the parties reached agreement on a wage increase. The only remaining issue was the District's Vacation Proposal. Because the Vacation Proposal was fast-tracked with the wage increase, the wage increase has not been implemented.

When the parties were unable to reach a settlement in negotiations, they agreed to proceed to fact finding, panel members were selected by the parties and an impartial chairperson selected with the parties agreeing to bear the costs of the services by the chairperson in accordance with Government Code section 3548.3 (c). The parties waived the time limits in Government Code section 3548.2 and 3548.3 (a).

At the hearing held on October 9, 2003, both parties were provided a full opportunity to examine and cross-examine witnesses under oath, to submit evidence and to argue their contentions. The panel met in executive session on November 12, 2003 and was subsequently advised the parties had decided to return to the table in an attempt to reach a agreement. On December 3, 2003, the panel was advised the parties were unable to reach an agreement and wanted a Fact Finding report which was prepared after further telephonic and electronic discussions by the panel to reach its recommendations.

Current Relevant Vacation Language

- Full time employees earn paid vacation at the rate of one working day for each month of service (Article 13.1.1)
- Employees are granted additional vacation days after the completion of 3 years of service, up to a maximum of 20 days per year (Article 13.2.1)
- Vacation may be taken at any time during the work year, subject to a supervisor's approval (Article 13.1.5)
- If an employee is unable to take all or part of his or her accumulated vacation, the amount not taken shall, at the employee's option, be re-scheduled, be accumulated for use in the following year, or be paid in cash (Article 13.4.2). Employees may not accumulate paid vacation beyond 24 days (Article 13.2.. 1)

District Proposed Changes in Vacation Language

- All full-time unit employees shall earn vacation time with pay at the rate of one working day for each month of service. (Delete or Revise Section 13.1.1)
- The District may require 11-month and 12-month unit employees to take vacation during the winter and spring breaks, non-pupil days, and at other times when school is not in session. Any remaining vacation may be taken at any time during the unit employee's work year, subject to prior approval by the immediate supervisor. Vacation requests exceeding ten (10) working days shall be submitted to the personnel office and the immediate supervisor thirty (30) working days prior to the commencement of the vacation. The District shall respond within five (5) work days from acceptance of the vacation request. (Revised Section 13.1.5)
- Accrued vacation leave shall be cashed out on an annual basis at the beginning of each school year. (New Section 13.1.5.1)
- Revised sections to apply specifically to 11-month and 12-month unit employees (Revised Sections 13.1.1 -13.6.2)
- 10-month unit employee vacation (New Section 13.7)
- With exception of unit members working adult school assignments, all full and part time 10-month unit members assigned to campus security, cafeteria worker and instructional aide positions shall have a 205 day work year, comprised of 180 instructional days, 1 staff development day, 14 holidays, 10 vacation days (*Hourly rates will be increased so unit members will earn equivalent pay earned in a 213 day work year plus the 3.87% increase*) (New Section 13.7.1)
- Vacation leave shall be used during the first 10 non-instructional, non-pupil days of each school year, excluding the Classified Staff training days and holidays, but including winter and spring break, certificated staff training days, and semester breaks. Vacation leave may not be taken on instructional days or on the Classified staff training day. (New Section 13.7.2)
- Accrued vacation leave shall be cashed out on an annual basis at the beginning of each school year (New Section 13.7.3)
- Effective (date this proposal is implemented), Step 5 of the 10-month employee salary schedule shall be increased by 1%. (New Section 13.7.4)

District Rationale:

The District needs to make a change in the vacation provisions to ensure that unit employees work when school is in session, and take vacation when school is not in session, especially during the winter and spring breaks. This proposal first addresses 11-month and 12-month unit members by allowing the District to require vacations be taken during winter and spring breaks and other periods when students are not here. Any remaining vacation time can be taken at any time during the year per the current vacation provisions of Article 13.

The proposal also addressed 10-month unit employees. The District's proposal basically folds vacation leave into the work year so 10-month employees are primarily working only when students are in school. The proposal, in effect, shortens the duty year from 213 days to 205 days, without a reduction in annual pay. The District looked at a number of local school districts and found that the vast majority of Districts require classified employees to take vacation during student-free periods.

CSEA Position

CSEA made no proposal to change any of the vacation language in the Agreement.

CSEA pointed out a vacation is a contractual benefit which employees are entitled to enjoy and that a recent arbitration award made that fact abundantly clear.

CSEA contends the District's proposal to reduce the work year for classified employees with a small wage increase which may not properly compensate those employees for that change and also to require all vacations be taken only when school is not in session is not only unfair to all classified employees but particularly unfair to long term employees with more accumulated vacations. CSEA further contends classified employees could be forced to take days off as vacation days without pay under some circumstances and could even end up owing the District for forced vacation days taken at the time of their retirement. Contrary to the District's contention, CSEA pointed out there is no such practice in other comparable school.

Findings and Conclusions

Classified employees earn vacations at the rate of one day per month of work for the first three years of employment and may then earn one additional day of vacation per year up to a maximum of twenty days. The current vacation language in the Agreement provides that employees may take vacations at any time in the year subject to the approval of their supervisor.

The vast majority of classified employees work in positions directly related to providing services to pupils on school days such as instructional aides, cafeteria workers and campus security personnel (Dx 1, 2). Most of those employees work for the District only ten months of the year.

The District, quite logically from its point of view and for reasons of efficiency, has proposed to require 10-month classified employees to take all of their earned vacation days and 11 and 12-month employees to take most of their earned vacation days on days when pupils are not in school. CSEA opposes these changes as both far too restrictive and grossly unfair.

The panel was provided with some thirteen collective bargaining agreements covering classified employees in the Greater Los Angeles area. Almost without exception those agreements provide that 10-month employees take their vacations between semester breaks in the Winter and Spring and/or at other times when pupils are not in school. The agreements are not as clear cut with regard to 11 and 12-month employees but some do require classified employees to take vacations between semester breaks and as much as possible at other times when pupils are not in school. None of those agreements provide for the reduction of the work year with equivalent salary adjustments to absorb vacation time as this District has proposed.

Recommendations

The record persuades the panel, or a majority thereof, that the provisions of the Vacation Article be revised to provide:

1. That 10 and 11-month classified employees assigned to campus security, cafeteria worker and instructional aide positions are required to take their vacations between semester breaks in the Winter and Spring and at other times such as a day proceeding or following a holiday when pupils would not be in school. Where the employee has accrued more vacation days than can be accommodated by that procedure, the employee will be paid for those days not taken at the beginning of the next school year unless the employee elects the option to roll over vacation days up to the maximum allowed because he or she is leaving the District within that next school year.
2. That 12-month classified employees assigned to campus security, cafeteria worker and instructional aide positions are required to make reasonable efforts to take as much of their vacations as possible between semester breaks in the Winter and Spring and at other times such as a day proceeding or following a holiday, when pupils would not be in school. Any remaining vacation may be taken at any time during the unit employee's work year, subject to prior approval by the immediate supervisor. Accrued vacation leave shall be cashed out at the beginning of the next school year unless the employee elects the option to roll over vacation days up to the maximum allowed because he or she is leaving the District within that next school year.
3. That notwithstanding the above provisions, any classified employees assigned to campus security, cafeteria worker and instructional aide positions may make a special request at least sixty (60) days in advance for a particularly exceptional reason to take

some or all of their earned vacation days at another time during the year including days when school would be in session. Such requests shall not be unfairly denied.

4. That the District will withdraw its proposal to reduce the work year with an equivalent salary increase and incorporation of vacation days.

William S. Rule
Impartial Chairperson

March 13, 2004
Rancho Santa Fe, California
0325ff

Agree

Disagree X

Agree

Disagree X

Jim Walker, Association Factfinder
Dated: 3/13/04

James R. Lynch, District Factfinder
Dated: 3/13/04